

## MAY 24, 2021

This docket began with Ready Set filing an Application with the Commission on January 28, 2021, seeking approval to amend its tariff. By letter dated February 2, 2021, the Clerk's Office of the Commission instructed the Company to publish a Notice of Filing (Notice) in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice

summarized the Company's proposed tariff changes and set an intervention deadline of March 11, 2021. The Commission required Applicant to publish the Notice on or before February 18, 2021, and to provide proof of publication to the Commission no later than March 11, 2021. Ready Set published the Notice in *The State* newspaper on February 8, 2021, and submitted proof of filing to the Commission on February 19, 2021. No person intervened as a party of record.

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to section 58-41-10(B) of the South Carolina Code of Law (Supp. 2020), filed correspondence dated February 2, 2021, notifying the Commission Alexander W. Knowles would appear as counsel on behalf of ORS in this docket. ORS conducted a compliance review of Ready Set's Application on March 10, 2021. By letter dated March 16, 2021, ORS informed the Commission Ready Set was in compliance with Commission rules and regulations and submitted its Impact Study. In addition, ORS noted the Applicant was also in compliance with its Annual Report and Gross Receipt filing requirements; and ORS verified it did not receive any consumer complaints regarding this Applicant in the past twelve months.

On March 24, 2021, by Directive, the Commission approved the Application of Ready Set to amend its tariff.

### **III. EVIDENCE OF RECORD**

ORS performed an Impact Study and prepared a tariff comparison of the approved tariffs under which Ready Set currently conducts business, the proposed tariffs for which it seeks Commission approval, and the South Carolina Tariff Bureau (SCTB) rates. Ready Set filed an application and a summary of its proposed changes in the tariff schedule which indicates it seeks to raise its hourly rates by ten dollars per hour, charge the same tariff all year as opposed to having

peak and non-peak season rates, and certain changes to the charges for packing materials and additional services. The Applicant also noted a change in its business address.

#### **IV. LAW**

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier . . . . The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” S. C. Code Ann. § 58-23-1010 (2015).

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S. C. Code Ann. Regs. 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” S. C. Code Ann. Regs. 103-192 (2012). Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission: “[N]o motor carrier

operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.” S. C. Code Ann. Regs. 103-198 (2012).

[I]t shall be unlawful for any motor carrier operating under a Certificate of PC&N or FWA to make, give, or cause any undue or unreasonable preference or advantage to any particular person . . . or to subject any particular person . . . to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

S. C. Code Ann. Regs. 103-197 (2012).

## **V. DISCUSSION**

Ready Set requests approval to increase its hourly rates and to make other tariff changes. From the comparison report prepared by ORS, the proposed tariff rates per hour for the use of movers are all above the SCTB rates. Applicant seeks to increase the hourly rates for movers by \$9 to \$14 per hour, depending upon the number of movers. We note the proposed rates per hour for labor are all below the SCTB rates. We also note the overnight truck storage rate is consistent with the SCTB rate and the packing materials charges are below SCTB rates where applicable. The ORS comparison chart shows only one proposed tariff that is higher than the SCTB rate—for the additional service of moving a grand piano. We note there is no evidence the rates are discriminatory.

The ORS Impact Study reveals Applicant is in compliance with applicable Commission rules and regulations. ORS has not received any consumer complaints regarding Ready Set in the last twelve months. No person or party notified the Commission of its opposition to approval of

the amended tariffs. Accordingly, the application of Ready Set to increase its hourly rates and implement other tariff changes should be approved.

## **VI. FINDINGS OF FACT**

1. The Commission approved the application of Ready Set to receive a Class E Motor Carrier Household Goods Certificate on July 1, 2011, in Order Number 2011-453. That Order authorized Applicant to operate in the counties of Berkeley, Charleston, and Dorchester and approved the tariff rates as set forth in the Order.

2. The Commission granted statewide operational authority to Ready Set and tariff changes in Order Number 2012-765 on October 11, 2012.

3. The Commission approved tariff amendments requested by Ready Set on July 16, 2015, in Order Number 2015-488.

4. Ready Set proposes in this docket an increase to its hourly tariff rates and an increase in certain other rates and charges.

5. After review of the application of Ready Set and the impact study prepared by ORS, we find the proposed tariff hourly rates and the other proposed tariff changes are reasonable.

6. ORS determined Applicant is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

7. ORS has not received any consumer complaints about this Applicant in the past twelve months.

## **VII. CONCLUSIONS OF LAW**

a. The proposed changes and amendments to the hourly rates and certain other tariff changes are just and reasonable and non-discriminatory pursuant to section 58-23-1010 of the South Carolina Code (2015) and to regulations 103-192 and 103-197 of the South Carolina

Code of State Regulations (2012). S. C. Code Ann. § 58-23-1010 (2015); S. C. Code Ann. Regs. 103-192 & 103-197 (2012).

- b. The tariff changes proposed by Applicant should be approved.

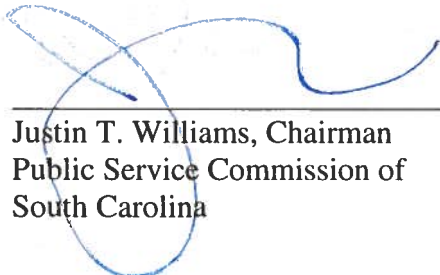
### **VIII. ORDERING PROVISIONS**

#### **IT IS THEREFORE ORDERED THAT:**

1. The Application of Ready Set Movers, LLC to amend its tariff is granted.
2. The proposed amendments to the hourly rates and other tariff changes are hereby approved. A copy of the tariffs filed on March 15, 2021, and marked as “Proposed Tariffs” shall be attached hereto as Order Exhibit No. 1.
3. This Order shall remain in full force and effect until further order of the Commission.

**BY ORDER OF THE COMMISSION:**



  
Justin T. Williams, Chairman  
Public Service Commission of  
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

**PROPOSED TARIFFS**

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**PROPOSED TARIFFS**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by READY SET MOVERS. These services are furnished between points and places within the state of South Carolina.

## SECTION 1

### **1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

### **1.1 Hourly Rates and Charges**

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the READY SET MOVERS office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$102.00
Three Men and a Truck	\$132.00
Four Men and a Truck	\$162.00
Each Additional Man	\$30.00 per man/per hour
Each Additional Truck	\$15 per hour per additional truck

### **\*\*PROMOTIONAL PRICING FOR**

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$97.00
Three Men and a Truck	\$127.00
Four Men and a Truck	\$157.00
Each Additional Man	\$30.00 per man/per hour
Each Additional Truck	\$15 per hour per additional truck

The hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. Ready Set Movers will require a \$150/day deposit on all intrastate moves. This deposit will be deducted from the total of the move cost shown on bill of lading. If move is canceled, or date changed, five business days or less from the original scheduled move date, any and all deposit will be non-

# Ready Set Movers, LLC

## Dbas: Ready Set Movers

## South Carolina Household Goods Tariff

refundable. All above rates are applied towards packing, unpacking, labor and drive time. The clock is to start once the truck(s) leave the truck yard and is stopped upon arrival back at truck yard. Drive time for the return back to truck yard will be an approximate estimate based on destination location.

\*\* Promotional pricing is available for the following: senior citizen (62yrs+), active & retired military. Employees of the following companies are eligible for promotional pricing: Boeing, MUSC, Blackbaud, Charleston Chamber of Commerce, Charleston/Berkeley/Dorchester County School Districts, Spawar, Benefit Focus, Habitat for Humanity, BAE Systems, Charleston/Berkeley/Dorchester County Fire/Police/EMS.

### 1.2 OFFICE HOURS/MINIMUM HOURLY CHARGES

The offices of Ready Set Movers operate between the hours of 8:00-7:00, Monday-Saturday.

Ready Set Movers charges a three hour minimum for all intrastate moves. The three hour minimum cost is based on size of crew, and amount of trucks used on move, see section 1.1. The clock for three hour minimum moves is same as all intrastate moves. The clock starts from when truck(s) leave the truck yard and stopped upon arrival back.

## SECTION 2

### 2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

- Fuel surcharge: \$20 flat fee for all local moves under 40 miles of total driving (based off current physical address).
  - o Additional charge of \$0.50/mile/truck after 40 total miles, and will be rounded up to nearest dollar amount.
- Baby Grand Piano Fee: \$300/piano
- Upright Piano Fee: \$150/piano
- Heavy Item Fee (any item over 250lbs): \$150/item
  - o \$50 for each additional level heavy item is moved (including pianos).
- Internal Heavy Item Fee (*items over 250lbs being moved within house & not transported*): \$75/item + \$50 for each floor moved.
- Ceramic Outdoor Grills: \$75/item
- City Parking Permits: \$50
- Trash Disposal Fee: Determined by volume being disposed of. Minimum charge: \$75

**Ready Set Movers, LLC**  
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- Holding Fee: \$150/truck/night
- Crane Charge: \$100 for first item, plus \$50 for each additional items.
  - o Does not include rental fee from a third party crane company.
- Toll charges, parking tickets & any other fee occurred during move will be treated as a passthrough charge to the customer.
- Attic Fee: \$75
- Riding Lawnmower & Golf Carts: \$200

**Material Pricing:**

- Small 1.5 box: \$2.00
- Medium 3.1 box: \$3.00
- Large 4.5 box: \$4.00
- Dishpack 5.1 box: \$6.50
- Small Mirror/Picture Carton: \$6.00
- Medium Mirror/Picture Carton: \$7.00
- Large Mirror/Picture Carton: \$8.00
- Packing Tape: \$3.00
- Bin Box: \$40.00
- Bubble Wrap: \$75.00/150' roll
- Furniture Pad: \$15.00
- Furniture Pad Rental: \$4.00/pad/month
- Packing Newsprint: \$30.00
- Paper Pad: \$2.00
- Shrink Wrap: \$6.00/piece
- Carpet Protection: \$0.35/ft
- Mattress Bag: \$7.50
- Wardrobe 10.1 box Rental: \$6.00
- Wardrobe 10.1 box Purchase: \$12.00
- Labels: \$25.00
- Letter File box: \$3.25
- Legal File box: \$3.75
- Felt Furniture Pads: \$0.25/pad
- TV box (*up to 65" TV*): \$40
- TV box (*over 65" TV*): \$80

**2.1 Bulky Article Charges (per item)**

See above in section 2.0

**2.2 Elevator or Stair Carry**

READY SET MOVERS does not charge an additional fee for elevator or stair carry, except as specified in Section 2.0 above.

**2.3 Excessive Distance or Long Carry Charges**

READY SET MOVERS does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle. If a shuttle service is needed (smaller trucks to access customer's origin or destination) due to tight access, additional cost of equipment will be billed to customer. Cost to be determined based on rental company.

**2.4 Pick Up and Delivery**

READY SET MOVERS does not charge an additional fee for making additional pick-ups or deliveries after the initial stop. Customer will be billed out applicable hourly rate for additional stops.

**2.5 Packing and Unpacking**

**2.5.1** READY SET MOVERS does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, as seen above in Section 2.0, including sales tax on the materials used.

**2.5.2** READY SET MOVERS is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. READY SET MOVERS reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Piano Charges**

Refer to section 2.0 (Additional Charges).

**2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

## 2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of READY SET MOVERS.

**2.8.1 Overnight Holding:** If it is required to hold customers household goods in trucks overnight, customer will be billed at \$150/night/truck.

## SECTION 3

### 3.0 RULES AND REGULATIONS

#### 3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 15 days of the move. READY SET MOVERS must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. Basic Liability Coverage is provided to all customers on all intrastate moves at not additional cost. This level of protection offers \$0.60/pound/item if a claim is to be filed.

If damages are caused by our service, READY SET MOVERS reserves the right to repair the damage(s) in question. If there is damage, notify READY SET MOVERS immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 15 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

Ready Set Movers does not offer additional coverage, or Full Replacement Value Coverage. If a customer requires additional coverage for their move, Ready Set Movers will provide the customer with the contact information for a third party company. Ready Set Movers is not affiliated with any third party company, and cannot attest to their services nor can Ready Set Movers guarantee on price or ability to pay claims.

### **3.2 Computing Charges**

READY SET MOVERS rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

### **3.3 Governing Publications**

READY SET MOVERS rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### **3.4 Items of Particular Value**

READY SET MOVERS does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. READY SET MOVERS will not accept responsibility for safe delivery of such articles if they come into READY SET MOVERS's possession with or without READY SET MOVERS's knowledge.

### **3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of READY SET MOVERS's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### **3.6 Delays**

READY SET MOVERS shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.